

**ASSEMBLY BILL**

**No. 166**

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**Introduced by Assembly Member Beth Gaines  
(Coauthors: Assembly Members Achadjian and Cooley)**

January 22, 2015

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An act to add Section 14672.54 to the Government Code, relating to state government.

LEGISLATIVE COUNSEL'S DIGEST

AB 166, as introduced, Beth Gaines. Department of General Services.

Existing law authorizes the Department of General Services to lease property belonging to the state, as specified. Existing law authorizes the Department of General Services, with the consent of the Department of Corrections and Rehabilitation, to lease a parcel of unimproved real property within the grounds of the California State Prison at Folsom for a water reservoir, as specified.

This bill would require the Department of General Services, with the consent of the Department of Corrections and Rehabilitation, to lease vacant real property on the grounds of California State Prison at Folsom to a nonprofit entity formed especially for the implementation of the construction and operation of a peace officers memorial and museum facility at the prison. The bill would require, among other things, that the lease not exceed a 50-year term. The bill would provide that the construction and operation of the memorial and museum facility by the lessee pursuant to the lease are solely the responsibility of the lessee.

Vote: majority. Appropriation: no. Fiscal committee: yes.  
State-mandated local program: no.

*The people of the State of California do enact as follows:*

1     SECTION 1. Section 14672.54 is added to the Government  
2 Code, to read:

3     14672.54. (a) Notwithstanding Section 14670, the Department  
4 of General Services shall, upon terms and conditions in the best  
5 interest of the state, lease vacant real property on the grounds of  
6 California State Prison at Folsom to be determined and consented  
7 to by the Department of Corrections and Rehabilitation for the  
8 construction and operation of a peace officers memorial and  
9 museum facility. The lessee shall be a nonprofit entity formed  
10 specifically for the implementation of the construction and  
11 operation of a peace officers memorial and museum facility at the  
12 prison. The peace officers memorial and museum facility shall be  
13 operated for the benefit of the general public and members of the  
14 lessee.

15     (b) The Department of General Services shall lease the property  
16 described in subdivision (a) for a term not to exceed 50 years.

17     (c) The operation of the museum facility described in  
18 subdivision (a) shall include, but is not limited to, museums,  
19 conference rooms, classrooms, exhibits, workshops for artifact  
20 preservation and repair, secure storage, parking, a gift shop, and  
21 a cafeteria, snack bar, or dining area.

22     (d) The Department of General Services shall lease the property  
23 described in subdivision (a) in “as is” condition. The lease shall  
24 provide that the lessee shall be fully responsible for the  
25 maintenance and operation of the memorial and museum facility  
26 in a manner that does not conflict with the operation of adjacent  
27 correctional facilities or become a public nuisance to the  
28 community. The state shall not have any liability for any  
29 improvement, construction, operation, or maintenance of the  
30 memorial or museum facilities.

31     (e) The lease shall require the lessee to initiate construction of  
32 the memorial and museum facility within 48 months of the  
33 beginning of the lease term and have substantially completed  
34 construction within 72 months of the beginning of the lease term.  
35 The Department of General Services, with the approval of the  
36 Department of Corrections and Rehabilitation, shall provide any  
37 utility easements required by a public utility for construction of  
38 the memorial and museum facility by the lessee under terms and

1 conditions in the best interest of the state. Utilities connections  
2 constructed by the lessee to the memorial and museum facility  
3 shall be separate from existing utilities used by the state and  
4 installed at the expense of the lessee.

5 (f) The lease shall require that, if at any time during the term of  
6 the lease the lessee determines that the property is no longer needed  
7 for a memorial or museum facility or if the Department of General  
8 Services determines that the lessee substantially abandoned the  
9 leased property, the leased property and all improvements to the  
10 leased property shall revert to the state. The lease shall provide  
11 that, at the sole discretion of the Department of General Services,  
12 the lessee shall demolish and remove all improvements and restore  
13 the premises to the preleased condition at the lessee's expense,  
14 and if the lessee fails to restore the leased property as directed by  
15 the Department of General Services, the state may do so and all  
16 costs of the demolition and restoration shall be paid by lessee.

17 (g) The construction and operation of the memorial and museum  
18 facility pursuant to the lease authorized by this section are solely  
19 the responsibility of the lessee and shall not be considered public  
20 works.

21 (h) The lease shall require the lessee to pay all administrative  
22 costs incurred by the Department of General Services associated  
23 with the development and management of the lease and any  
24 required easements.

25 (i) The lease authorized by this section shall be subject to  
26 periodic review every five years by the director who shall receive  
27 a report from the lessee and shall review that report to determine  
28 whether the purposes of the lease are being carried out.